

This Agreement will be posted on the CPS Internet website.

**LEASE AGREEMENT**

**FOR 4014 WEST 59<sup>th</sup> STREET, CHICAGO, IL 60629  
4024 WEST 59<sup>TH</sup> STREET, CHICAGO, IL 60629 AND  
4028 WEST 59<sup>TH</sup> STREET, CHICAGO, IL 60629**

**BETWEEN**

**BROTHERS C & S, L.L.C., AS LANDLORD**

**AND**

**THE BOARD OF EDUCATION OF THE**

**CITY OF CHICAGO,**

**AS TENANT**

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**LEASE AGREEMENT FOR 4014, 4024 AND 4028 WEST 59<sup>th</sup> STREET, CHICAGO, ILLINOIS**  
**BETWEEN**  
**BROTHERS C & S, L.L.C., AS LANDLORD,**  
**AND THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, AS TENANT**

**THIS LEASE AGREEMENT** ("Lease") is made effective as of July 1, 2015 (the "Effective Date") between **BROTHERS C & S, L.L.C.**, a limited liability corporation ("Landlord") and the **BOARD OF EDUCATION OF THE CITY OF CHICAGO**, a body politic and corporate ("Tenant" or "Board").

**RECITALS:**

A. Landlord is the owner of certain real estate located at, and commonly known as 4014, 4024 and 4028 West 59<sup>th</sup> Street, Chicago, Illinois (collectively, the "Premises") which is improved with a building ("Building"). The Premises are located within a shopping center ("Center").

B. Pursuant to a Lease Agreement for Unit 4024 at 4024 West 59<sup>th</sup> Street, Chicago, Illinois between Chicago Title and Trust Company, as Trustee under Trust Agreement No. 2000001572, dated November 11, 1968 (the "Original Trust"), and the Anthony A. Dinolfo Trust dated September 5, 2001 (the "Sole Beneficiary", and collectively the Original Trust and the Sole Beneficiary are referred to as the "Original 4024 Landlord"), as Landlord, and the Board, as Tenant, dated as of August 1, 2007 (the "Original 4024 Lease"), which Original 4024 Lease had a term commencing August 1, 2007, and ending July 31, 2014, which Original 4024 Lease was subsequently amended by Amendment #1 to Lease Agreement entered into as of August 1, 2007, by and between the Original 4024 Landlord and the Tenant ("Amendment #1 to 4024 Lease"), and which Original 4024 Lease as amended by Amendment #1 to 4024 Lease was subsequently amended by Amendment #2 to Lease Agreement entered into as of August 1, 2007, by and between the Original 4024 Landlord and the Tenant ("Amendment #2 to 4024 Lease"), which Amendment #2 extended the term of the Original 4024 to August 31, 2015, and which Original 4024 Lease, as amended by Amendment #1 to 4024 Lease and Amendment #2 to 4024 Lease was subsequently amended by Amendment No. 3 to Lease Agreement and Assignment and Assumption Agreement entered into as of January 1, 2013, by and between the Original 4024 Landlord and the Tenant ("Amendment #3 to 4024 Lease"), and which Original 4024 Lease, as amended by Amendment #1 to 4024 Lease, Amendment #2 to 4024 Lease and Amendment #3 to 4024 Lease are collectively referred to herein as the "4024 Lease"); and pursuant to Amendment #3 to 4024 Lease, the Landlord transferred all its right, title and interest to Brothers C & S, LLC (hereinafter referred to as the "4024 Landlord"), the Board leased the portion of the Premises commonly known as 4024 West 59<sup>th</sup> Street for a term ending on August 31, 2015. The Original 4024 Lease, as amended by Amendment #1 to 4024 Lease, Amendment #2 to 4024 Lease and Amendment #3 to 4024 Lease is collectively referred to as the "4024 Lease").

C. Pursuant to a Lease Agreement for 4028 West 59<sup>th</sup> Street, Chicago, IL 60629 by and between Brothers C & S, L.L.C., as Landlord (the "4028 Landlord") and the Board, as Tenant,

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having an effective date of July 19, 2013, the Board leased the portion of the Premises commonly known as 4028 West 59<sup>th</sup> Street for a term ending June 30, 2015 (the "4028 Lease").

D. Pursuant to a Lease Agreement for 4014 West 59<sup>th</sup> Street, Chicago, IL 60629 by and between Brothers C & S, L.L.C., as Landlord (the "4014 Landlord") and the Board, as Tenant, having an effective date of October 1, 2014, the Board leased the portion of the Premises commonly known as 4014 West 59<sup>th</sup> Street for a term ending June 30, 2015 (the "4014 Lease").

E. The 4024 Landlord, the 4028 Landlord and the 4014 Landlord (collectively referred to herein as the "Landlord") and the Board, as Tenant of the Premises, hereby desire to consolidate the terms of the 4024 Lease, the 4028 Lease and the 4014 Lease into a single lease renewal agreement for a term commencing on July 1, 2015, and ending on June 30, 2020, in accordance with the terms and conditions described herein.

**NOW THEREFORE**, in consideration of the foregoing Recitals, which are incorporated herein as though set forth in full, and for other good and valuable consideration in hand paid, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **GRANT/TERM.** Landlord hereby leases approximately 7,931 square feet of the Building to Tenant ("Tenant Space"), as depicted in the floor plans attached hereto as **Exhibit A** and incorporated by reference herein ("Floor Plan") for a term commencing as of the Effective Date through and including June 30, 2020 (the "Term"). This Lease shall supersede the 4024 Lease, the 4028 Lease and the 4014 Lease and shall include one (1) option to renew for a period of five (5) years. The aggregate amount of rentable space is comprised of approximately 800 square feet for the space commonly known as 4014 West 59<sup>th</sup> Street; approximately 4,731 square feet for the space commonly known as 4024 West 59<sup>th</sup> Street; and approximately 2,400 square feet for the space commonly known as 4028 West 59<sup>th</sup> Street. Tenant shall also have the right to use the common areas of the Building and the Center, outdoor parking and any amenities in the common areas.

2. **USE.** To provide Pre-K classrooms for Peck Elementary School as depicted in the Floor Plans and for any uses incidental thereto.

3. **RENT; GROSS LEASE.** In consideration of the leasing of the Tenant Space as set forth above, Tenant covenants and agrees to pay to Landlord as rent for the Tenant Space ("Rent") the following amounts:

<b><u>Lease Year</u></b>	<b><u>Rent Per Square Foot</u></b>	<b><u>Monthly Rent</u></b>	<b><u>Annual Rent</u></b>
7/01/15 – 6/30/16	\$18.21	\$12,035	\$144,420
7/01/16 – 6/30/17	\$18.76	\$12,398	\$148,786
7/01/17 – 6/30/18	\$19.32	\$12,771	\$153,249
7/01/18 – 6/30/19	\$19.90	\$13,152	\$157,824
7/01/19 – 6/30/20	\$20.50	\$13,549	\$162,562

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The aggregate rent for the 5-year Term of this Lease is \$766,841 as authorized by Board Report 15-0527-OP10. Rent shall be payable on the first day of each month of the Term and will be prorated for any month where Tenant does not occupy the Tenant Space for the entire calendar month; any overpayment of Rent will be promptly refunded to Tenant. The Rent is a gross amount, which includes taxes and operating expenses.

4. **UTILITIES, MAINTENANCE AND JANITORIAL SERVICES.**

- A. Utilities. Tenant shall have a separate meter for water, gas and electric supply to the Tenant Space and will be responsible for payment of those utilities (except water, from which Tenant is exempt) provided to the Tenant Space during the Term.
- B. Maintenance and Repairs. Tenant at its sole cost and expense shall be responsible for the custodial services, and routine maintenance and repair of the interior of the Tenant Space, with the exclusion of any structural repairs to the Building or otherwise. Landlord will be responsible for maintenance and repairs for all structural elements, including the roof, and for all common areas of the property, including snow removal and landscaping. Landlord will provide the HVAC equipment, plumbing and electric in good repair and working order and Tenant shall provide routine maintenance for such equipment that is located within the Tenant Space throughout the Term and any renewal thereof.

Landlord at its sole cost and expense shall maintain and perform any janitorial services, repairs and replacements and capital improvements for the structural components of the Building, including without limitation the roof, masonry, and common areas and structures serving the Building (including without limitation common plumbing, HVAC, and utilities), parking lot and sidewalks within the Premises, the Building, and the Center.

In addition, Landlord shall be responsible for all property taxes assessed to the Premises.

5. **ADDITIONAL LANDLORD COVENANTS.**

- A. Services. Throughout the Term, Landlord shall provide the following at no additional cost to Tenant:
  - i. Maintenance, replacements, repairs, and capital improvements of the Premises, Building (excluding the non-structural interior of the Tenant Space as set forth above and any plate glass) and Center as set forth above in Paragraph 4.B. Landlord agrees to maintain the Premises, Building and Center in good and tenable condition and repair during the Term.

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ii. Prompt removal of snow and ice from the sidewalks, steps, walkways, driveways and entrance ways serving the Tenant Space, Building, Premises, and Center.

iii. Washing of outside windows at the Tenant Space, the Premises, and the Center on a reasonable basis.

If Landlord fails to complete any repair, replacement, or maintenance for which Landlord is obligated herein within ten (10) days of written notice from Tenant of a condition requiring repair, replacement, or maintenance (or, if such repair, replacement, or maintenance cannot by its nature reasonably be completed within ten (10) days, Landlord has not commenced within ten (10) days of said notice the repair, replacement, or maintenance and continuously and diligently prosecuted its completion), Tenant may, but shall not be obligated to, commence or complete such repair, replacement, or maintenance. All sums expended and all costs and expenses incurred by Tenant in connection with any such repair, replacement, or maintenance shall be paid by Landlord to Tenant and shall bear interest from the respective dates when expended or incurred by Tenant at the rate of the lesser of twelve percent (12%) per annum or the maximum rate then permitted to be charged by law until repaid by Landlord to Tenant, and all such sums together with interest shall be deducted from Rent under this Lease that is due to Landlord from Tenant, or payable by Landlord to Tenant on demand.

B. Compliance With Laws and Environmental. At all times, Landlord shall comply with all applicable municipal, county, state and federal ordinances, laws, rules and regulations pertaining to the repair, maintenance and operation of the Premises, Building, and Center. Landlord also agrees that Tenant has the right to inspect, sample and analyze the materials, systems and structures in the Building, Premises, and Center as required by the United States Environmental Protection Agency, the Illinois Environmental Protection Agency, the Chicago Department of Health, or any other municipal, Board, or other entity charged with establishing and policing occupational or educational health and safety standards, or as necessary to determine compliance of the Building, Premises, and Center with standards or guidelines established by any of the foregoing, provided that Tenant restores the Building, Premises, and Center to the condition existing prior to such inspection and sampling.

6. **IMPROVEMENTS**. With the prior written approval of Landlord, which shall not be unreasonably withheld or delayed, Tenant may make additional improvements ("Additional Improvements") to the Tenant Space which are necessary for the use thereof by Tenant.

7. **QUIET ENJOYMENT**. Landlord covenants that Tenant shall have the right to peacefully and quietly have, hold and enjoy the Tenant Space and the common areas of the Premises and Center without any encumbrance or hindrance by or from Landlord, its agents, employees, successors and

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assigns. Tenant shall have access to the Tenant Space, Building, Premises and Center twenty-four hours per day, seven days per week.

8. **SURRENDER OF TENANT SPACE UPON TERMINATION**. Upon termination of this Lease, by lapse of time or otherwise, Tenant shall have the privilege (but not the obligation), without liability in any way accruing against it, to remove any and all of its properties, supplies, and equipment of all kinds from the Tenant Space, including without limitation any Initial Tenant Improvements and Additional Improvements. Tenant shall deliver the Tenant Space, upon termination, in as good a state or condition as the Tenant Space existed on the date of this Lease with the Initial Tenant Improvements and Additional Improvements, less reasonable use and wear thereof and damages by fire and accident excepted, and will remove all personal property from the Tenant Space.

9. **INSURANCE**.

A. **Tenant Requirements**. Tenant self-insures with regard to liability and property damage for at least the first Two Million and No/100 Dollars (\$2,000,000.00) and Tenant agrees that it shall maintain such self-insurance in like amount throughout the Term. Board agrees that additional insureds under insurance covers all members, employees, agents and any other entity as may be designated by the Landlord and having an interest in this Agreement.

B. **Landlord Requirements**. Landlord agrees to purchase and keep in full force and effect during the Term, including any extension or renewals thereof, insurance under policies issued by insurers of recognized responsibility, qualified to do business in State of Illinois:

(i) On the Building, the Premises, and the Center and on all improvements in amounts not less than the greater of the then full replacement cost (without depreciation) of the Building, Premises, and Center (above foundations) or an amount sufficient to prevent Landlord from becoming a co-insurer under the terms of the applicable policies, against fire and such other risks as may be included in standard forms of fire and extended coverage insurance available from time to time.

(ii) Commercial General Liability Insurance or equivalent with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, and Two Million Dollars (\$2,000,000.00) in the aggregate for bodily injury, personal injury and property damage liability covering all claims of personal injury and property damage to persons and property occurring in, upon, or about the Common Areas (hereinafter defined). Coverage shall include, but not be limited to: all operations, contractual liability, independent contractors, products/completed operations (for a minimum of two (2) years following completion), and defense.

The policies shall be endorsed to provide that "the Board of Education of the City of Chicago, a body politic and corporate, and its members, employees, and agents, and any other entity as may be designated by Board, are named as additional insureds

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on a primary basis without recourse or right of contribution from the Board” and shall contain a clause that the insurer will not cancel or change the insurance without first giving Tenant thirty (30) day’s notice. Said insurance shall be in form, and carried with responsible companies, reasonably satisfactory to Tenant. The policy or a duly executed certificate for the same (which shall be binding on the insurer and evidence the insurer’s waiver of subrogation) together with satisfactory evidence of the payment of the premium thereon, shall be deposited with Tenant within fifteen (15) days after the Effective Date. The Certificate must provide thirty (30) days prior written notice of material change, cancellation, or non-renewal be given to:

Risk Management  
Board of Education of the City of Chicago  
42 W. Madison Street, 2nd Floor  
Chicago, Illinois 60602

If Landlord fails to comply with such requirements, Tenant may obtain such insurance and keep the same in effect, and Landlord shall pay Tenant the premium cost thereof to Tenant upon demand or Tenant may deduct the cost of the same from Rent hereunder.

Any failure of Tenant to demand or receive proof of insurance coverage shall not constitute a waiver of Landlord’s obligation to obtain the required insurance. The receipt of any certificate does not constitute agreement by Tenant that the insurance requirements in this Lease have been fully met or that the insurance policies indicated on the certificate are in compliance with all Lease requirements.

Any deductibles or self-insured retentions on referenced insurance coverage must be borne by Landlord. Any insurance or self-insurance programs maintained by Tenant do not contribute with insurance provided by Landlord under this Lease.

The coverages and limits furnished by Landlord in no way limit Landlord’s liabilities and responsibilities specified within this Lease or by law. The required insurance is not limited by any limitations expressed in the indemnification language in this Lease, if any, or any limitation that might be placed on the indemnity in this Lease given as a matter of law.

Landlord agrees that insurers waive their rights of subrogation against Tenant.

Upon Tenant request, Landlord shall promptly provide a certified copy of any applicable policy of insurance. Tenant reserves the right to modify, delete, alter or change insurance requirements at any time and from time to time.

- C. Insurance Certificate Monitoring. Landlord must register with the insurance certificate monitoring company designated by Tenant and indicated below, and must maintain a current insurance certificate on file during the entire Term. Landlord must

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register and pay the initial annual monitoring fee to the insurance certificate monitoring company within fifteen (15) days after the Effective Date. The **initial** annual monitoring fee is currently Twelve Dollars (\$12.00) per year, but the fee may subject to change.

**Each year, Board-approved, registered vendors (including the Landlord) will be notified 30 to 45 days prior to the expiration date of their required insurance coverage (highlighted on their latest submitted insurance certificate on file) in order to submit an updated insurance certificate with the insurance certificate monitoring company. Insurance certificate submissions and related annual fees are required to be made online at the dedicated website established by the certificate monitoring company (see URL below). Should Landlord have any questions on submissions and payment options, Landlord can contact the certificate monitoring company.**

Certificate Monitoring Company:  
Topiary Communications Inc.  
676 N. LaSalle - Suite 230  
Chicago, IL 60654  
Phone: (312)494-5709  
Email: [dans@topiarycomm.net](mailto:dans@topiarycomm.net)  
URL: <http://www.cpsvendorcert.com> (**designated website for online registration, insurance certificate submissions and annual fee payments**)

10. **LANDLORD DEFAULT.** If Landlord is in default under this Lease and such default shall continue for ten (10) days after Tenant has notified Landlord by written notice of such default (unless in the case of a default which cannot be remedied within ten (10) days where Landlord shall have commenced and shall be diligently pursuing all necessary action to remedy such default), Tenant may, but shall not be obligated to, cure the default itself and deduct the cost and expense thereof from the Rent due under this Lease or immediately terminate this Lease by providing Landlord written notice as provided for herein. If such default has created an emergency situation that endangers Board staff or students, Tenant shall use best efforts to notify Landlord promptly but may (but is not obligated to) proceed to cure the default and so deduct the cost and expense thereof from the Rent due under this Lease or immediately terminate this Lease by providing Landlord written notice as provided for herein.

11. **TENANT DEFAULT.** If Tenant is in default under this Lease and such default shall continue for ten (10) days after Landlord has notified Tenant by written notice of such default, unless in the case of a default which cannot be remedied within ten (10) days where Tenant shall have commenced and shall be diligently pursuing all necessary action to remedy such default, Landlord may but shall not be obligated to cure the default or elect to terminate this Lease by providing Tenant written notice as provided for herein.



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12. **CASUALTY AND CONDEMNATION.** If the Tenant Space, the Building, the Premises, or the Center are made untenable by fire or other casualty, or taken by any governmental entity pursuant to its power of eminent domain, Landlord or Tenant may elect to terminate this Lease as of the date of the fire or other casualty or the taking by eminent domain, by notice to the other party within thirty (30) days after the date of the fire or other casualty, or in the case of eminent domain, by notice delivered as soon as reasonably possible after a party receives notice or otherwise becomes aware of such proceedings. Rent shall abate as of the date of the casualty or taking, and if there is any award or payment by the condemning governmental entity, Tenant shall be entitled to a portion thereof. Landlord agrees to promptly notify Tenant if it receives any notice of proposed taking by a governmental entity pursuant to eminent domain.

13. **INDEMNIFICATION.**

- A. Tenant hereby agrees to indemnify and hold Landlord, its members, employees, vendors and agents, harmless from any liability, claim or demand (including court costs and reasonable attorneys' fees), incurred by Landlord as a result of Tenant's actions on or about the Premises and the Center, limited, however, to only such liabilities, claims or demands which arise or are caused by Tenant's negligent acts, errors and/or omissions.
- B. Landlord hereby agrees to indemnify and hold Tenant, its members, employees, agents, officers and officials, harmless from any liability, claim or demand (including court costs and reasonable attorneys' fees), incurred by Tenant as a result of Landlord's actions on or about the Premises and the Center, limited, however, to only such liabilities, claims or demand which arise or are caused by Landlord's negligent acts, errors and/or omissions.

14. **NOTICES.** All notices and other communications given pursuant to this Lease shall be in writing and shall be deemed properly served and effective (a) as of the day of delivery if delivered in person, by messenger, overnight delivery service on a party's attorney or agent, or (b) on the third (3rd) day after deposit in the U.S. mail as registered or certified mail, return receipt requested, postage prepaid. All notices shall be addressed as follows:

If to Landlord: Brothers C & S, L.L.C.  
5618 West 95<sup>th</sup> Street  
Oak Lawn, Illinois 60453  
Attention: Charles Dinolfo  
Phone: (708) 398-6400  
Email: cdinolfo@c21affiliated.com

If to Tenant: BOARD OF EDUCATION OF THE CITY OF CHICAGO  
42 West Madison Street, 9<sup>th</sup> Floor  
Chicago, Illinois 60602  
Attention: Director of Real Estate

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With a copy to: BOARD OF EDUCATION OF THE CITY OF CHICAGO  
1 North Dearborn Street, 9<sup>th</sup> Floor  
Chicago, Illinois 60602  
Attention: General Counsel

Either party may from time to time change the names or addresses furnished for notice hereunder by giving written notice of said change to the other party in accordance with the notice provisions set forth above.

15. **SIGNAGE**. Subject to Landlord's prior approval, which approval shall not be unreasonably withheld or delayed, Tenant shall be permitted to install signage identifying the Premises, Building, and/or Center as a location for a Chicago Public School:

- A. On the door that is the main entrance into Tenant's Space.
- B. On the interior and/or exterior of the Building, consistent with the practices of other tenants at the Premises and/or the Center.
- C. Upon request of Tenant, Landlord will incorporate Tenant's name and logo in signage provided by Landlord that identifies other tenants of the Building and Premises and Center.

The parties agree that the cost of any sign fabrication, installation and maintenance is solely the responsibility of Tenant.

16. **SECTION HEADINGS**. The section headings appearing in this Lease have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, or extend the scope of intent of the section to which they pertain.

17. **SUCCESSORS AND ASSIGNS**. This Lease shall inure to the benefit of and be binding upon the respective parties hereto and their respective successors and assigns.

18. **AUTHORITY**. The individual officers, agents and employees of the parties hereto who execute this Lease do hereby individually represent and warrant that they have full power and lawful authority to execute this Lease and perform the transactions contemplated hereunder, on behalf of and in the name of their respective principals and/or employers.

19. **SEVERABILITY**. If any provisions of this Lease is (are) determined to be legally invalid, the parties hereto agree that particular provision shall be null and void, but that the remainder of this Lease shall remain in full force and effect.

20. **CONFLICT OF INTEREST**. This Lease is not legally binding on Tenant if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

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21. **INDEBTEDNESS.** Landlord agrees to comply with Tenant's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), and as may be further amended from time to time, and any subsequent policies on or relating to Indebtedness, which polic(ies) are hereby incorporated by reference into and made a part of this Lease as if fully set forth herein.

22. **CONTINGENT LIABILITY.** The School Code of Illinois prohibits the incurring of any liability unless an appropriation has been previously made. Accordingly, Landlord agrees that any expenditures beyond Tenant's then current fiscal year are deemed to be contingent liabilities only, subject to appropriation in subsequent fiscal year budget(s).

23. **INSPECTOR GENERAL.** Each party to this Lease hereby acknowledges that in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Board of Education of the City of Chicago has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

24. **ETHICS.** Landlord agrees to comply with Tenant's Code of Ethics adopted May 25, 2011 (11-0525-PO2), as may be amended from time to time, and any subsequent policies on or relating to ethics, which polic(ies) are hereby incorporated by reference into and made a part of this Lease as if fully set forth herein.

25. **NON-LIABILITY OF BOARD OFFICIALS.** Landlord agrees that no Board member, employee, agent, officer or official shall be personally charged by Landlord with any liability or expense under this Lease or be held personally liable under this Lease to Landlord.

26. **FORCE MAJEURE.** The period of time during which Landlord or Tenant is delayed in the performance of any covenant required hereby as the result of delays caused by fire, catastrophe, strikes, labor trouble, civil commotion, acts of God, governmental prohibitions, inability to obtain materials or other causes beyond the responsible party's control (each, an event of "Force Majeure") shall be added to the party's time for performance thereof.

27. **GOVERNING LAW.** This Lease shall be governed as to performance and interpretation in accordance with the laws of the State of Illinois without regard to any conflict of law or choice of law principles. Landlord irrevocably submits itself to the original jurisdiction of those courts located in the County of Cook, State of Illinois, with regard to any controversy arising out, or relating to, or in any way concerning the execution or performance of this Lease. Landlord agrees that service of process on Landlord may be made, at the option of Tenant, by either registered or certified mail addressed to the office identified in the notice provision herein, by registered or certified mail addressed to the office actually maintained by Landlord, or by personal delivery on any officer, director, or managing or general agent of Landlord. If any action is brought by Landlord against Tenant concerning this Lease, the action shall only be brought in those courts located within the County of Cook, State of Illinois.

28. **FREEDOM OF INFORMATION ACT.** Landlord acknowledges that this Lease and all related documents are a matter of public record and are subject to the Illinois Freedom of Information Act (5

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ILCS 140/1) and any other comparable state and federal laws, and are subject to reporting requirements under 105 ILCS 5/34-220. Landlord further acknowledges that this Lease shall be posted on Board's Internet website at <http://www.cps.edu>.

29. **ENTIRE AGREEMENT AND AMENDMENT.** This Lease, including all exhibits attached to it and incorporated into it, constitutes the entire agreement of the parties with respect to the matters contained herein. All attached exhibits are incorporated into and made a part of this Lease. No modification of or amendment to this Lease shall be effective unless such modification or amendment is in writing and signed by both parties hereto. Any prior agreements or representations, either written or oral, relating to the subject matter of this Lease are of no force or effect.

30. **COUNTERPARTS.** This Lease may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one instrument. A signature delivered by facsimile or electronic means shall be considered binding for both parties.

31. **RIGHT OF FIRST OFFER.** Provided there is no uncured event of default by Tenant under the terms of this Lease, the Landlord will, before making any new lease for any space in the Center (hereinafter referred to as the "Right of First Offer Space"), submit to the Tenant: (a) the exact size and location of the Right of First Offer Space, (b) the Base Rent for the Right of First Offer Space, and (c) the effective date on which Tenant may commence to lease (hereinafter referred to as the "Right of First Offer Occupancy Date") and allow Tenant to inspect the Right of First Offer Space at the earliest reasonable and convenient date after such submission and give Tenant the first right to lease such First Offer Space from Landlord on terms such terms as are offered by Landlord. If Tenant does not accept such lease terms offered by Landlord in writing for the remainder of the Term within thirty (30) days of Landlord's submittal of such terms to Tenant and execute an amendment to this Lease incorporating such additional premises and the terms agreed to by the parties within forty-five (45) days of Landlord's submittal to Tenant, the Landlord will be able to rent such area to any person or entity. Landlord shall not be liable to Tenant if Landlord does not deliver possession of the Right of First Offer Space to Tenant on account of a holding over by the prior tenant of such Right of First Offer Space in violation of the terms of such tenant's lease, provided that Landlord shall use reasonable efforts to obtain possession of such Right of First Offer Space from such other tenant (and Tenant hereby agrees to join in any action brought for possession of such Right of First Offer Space upon Landlord's request and at Landlord's sole cost and expense) and the Right of First Offer Occupancy Date shall not be deemed to occur until Landlord shall actually deliver the right of possession of such Right of First Offer Space to Tenant. Without limitation of the foregoing, Landlord agrees in the event of such holding over to institute proceedings to evict the hold-over tenant and thereafter vigorously pursue such eviction. Nothing in this paragraph shall prohibit or interfere with Tenant's right to pursue any and all remedies it may have against the hold-over tenant.

32. **COMMON AREA.** Landlord shall make available from time to time such areas and facilities of common benefit to the tenants and occupants of the Center (the "Common Area"). The Common Area shall include all sewer lines, water mains, mechanical equipment, pipes, ducts, conduit, wires and all other facilities furnished, made available or maintained by Landlord or others

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in or near the Center for the common and joint use and benefit of Landlord, the Center, the Tenant and other lessees and owners of other property within the Center, their customers and invitees, including, but not limited to, package pickup stations, stairways, pedestrian sidewalks and canopies, parking areas, curbs, landscaped areas, retaining walls, retention and detention ponds, loading platforms and truck docks, perimeter walls and fences, lighting facilities, pylon and directory signs, bus stops, driveways and roads within the Center and other improvements. The Common Area shall be subject to the exclusive control and management of Landlord. Landlord shall operate, manage, equip, light, insure, repair and maintain the Common Area and facilities for their intended. Tenant and its officers, employees, agents, teachers, students, and invitees shall have the nonexclusive license, in common with Landlord and all others to whom Landlord has or may hereafter grant rights, to use the Common Area as designated from time to time by Landlord, subject to such reasonable regulations as Landlord may from time to time impose. Tenant agrees to abide by such regulations and to use its best efforts to cause its officers, employees, agents, teachers, students and invitees to conform thereto. Tenant shall upon request furnish to Landlord the license numbers and description of the vehicles operated by Tenant and its officers, teachers, and employees.

[Remainder of this Page left blank intentionally. Signature Page follows.]

This Agreement will be posted on the CPS Internet website.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date first written above.

TENANT:

BOARD OF EDUCATION OF  
THE CITY OF CHICAGO

By: Frank M. Clark  
Frank M. Clark  
President

Attest: Estela H. Beltran 12/1/15  
Estela Beltran  
Secretary to the Board

Forrest Claypool  
Forrest Claypool, Chief Executive Officer

Board Report: 15-0527-OP10-1;  
15-0826-AR2-29

Approved as to legal form: Bma

Ronald L. Marmar  
Ronald L. Marmar,  
General Counsel

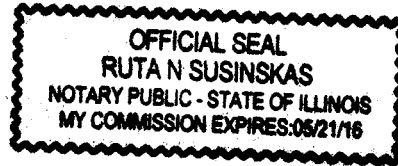
LANDLORD:

BROTHERS C & S, L.L.C.

By: Charles Dinolfo  
Name: Charles Dinolfo  
Title: Managing Partner

Attest: Ruta N. Susinskas

By: Ruta N. Susinskas  
Name: RUTA N. SUSINSKAS  
Title: NOTARY



This Agreement will be posted on the CPS Internet website.

**EXHIBIT A**  
**TO THE**  
**LEASE AGREEMENT**  
**FOR 4014, 4024, and 4028 W. 59<sup>th</sup> STREET, CHICAGO, IL BETWEEN**  
**BROTHER C & S, L.L.C., AS LANDLORD, AND**  
**THE BOARD OF EDUCATION OF THE CITY OF CHICAGO, AS TENANT**

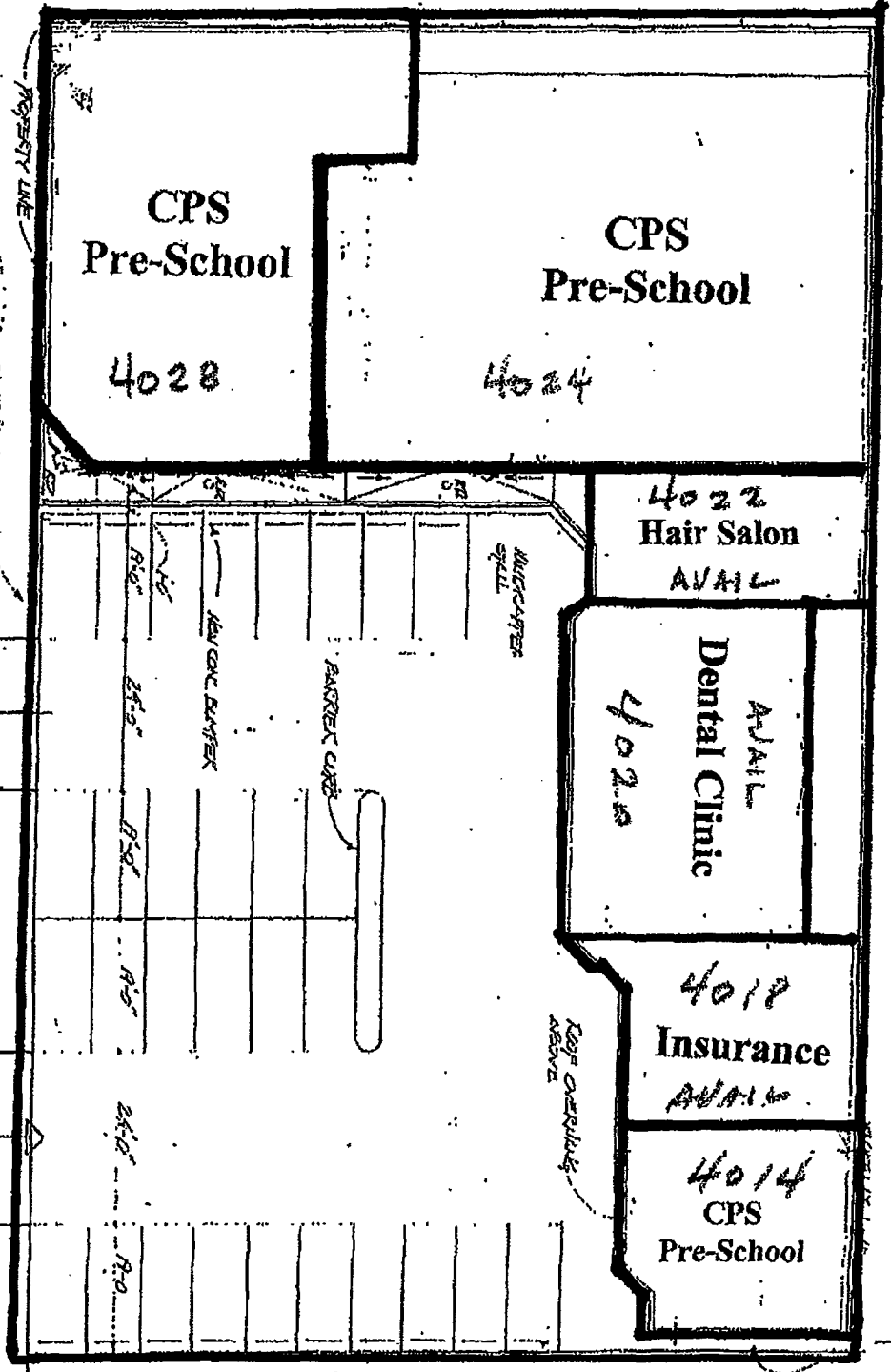
**FLOOR PLAN**  
**SEE FOLLOWING PAGE**

• PLOT PLAN •

SCALE: 1/16" = 1'-0"



W. 59th ST.



Walgreens (adjacent-East)